



8/15/96

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESOURCES  
ENFORCEMENT ELEMENT

TWIN RIVERS OFFICE PLAZA  
State Highway 33  
Hightstown, New Jersey 08520

JOHN W. GASTON JR., P.E.  
DIRECTOR

DIRK C. HOFMAN, P.E.  
DEPUTY DIRECTOR

IN THE MATTER OF:

ADMINISTRATIVE  
CONSENT ORDER

UNIVERSAL OIL PRODUCTS COMPANY,  
now known as UOP INC.

This Administrative Consent Order is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "NJDEP" or the "Department") by N.J.S.A. 13:1D-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Director of the Division of Water Resources pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. On July 27, 1982, NJDEP issued an Administrative Order to Universal Oil Products Co., now known as UOP Inc. (hereinafter UOP), regarding its East Rutherford plant site located on Block 104, Lots 4B, 4C, 5, 5A, 6 and 7B, and Block 105A, Lot 11B (hereinafter the "Site"), the findings and mandate of which are incorporated herein by reference. On August 25, 1982, UOP requested an Administrative Hearing on the Administrative Order.

2. On July 29, 1983, UOP entered into an Administrative Consent Order (ACO) with NJDEP, the terms of which are in-



corporated herein by reference. The ACO was in settlement of the Administrative Hearing requested by UOP.

3. Beginning in November 1983 and continuing through February 1984, UOP conducted a hydrogeologic investigation at the Site through its consultant, Geraghty & Miller, Inc. (G & M) pursuant to the July 29, 1983 ACO.

4. On May 7, 1984, UOP submitted its report of the hydrogeologic investigation referenced in paragraph No. 3 to NJDEP. The report, dated May 4, 1984, is incorporated herein by reference.

5. On June 11, 1984, UOP submitted a proposal to conduct a Phase II investigation of the Site. The proposal, dated June 6, 1984, is incorporated herein by reference.

6. On September 7, 1984, an Addendum to Administrative Consent Order (AACO) of July 29, 1983, was signed by UOP and NJDEP, the terms of which are incorporated herein by reference. This AACO required UOP to conduct the Phase II investigation and a Feasibility Study of the Site.

7. Pursuant to the AACO referenced in paragraph No. 6, UOP submitted on June 3, 1985 the report entitled "Phase II Investigation: Water and Soil Conditions, UOP Site, East Rutherford, New Jersey" dated May 1985, and on July 29, 1985, the "Initial Screening Remedial Action Alternatives, UOP Site, East Rutherford, New Jersey" dated July 1985 prepared by G & M. The reports are incorporated herein by reference.

8. NJDEP has completed its review of the "Phase II Investigation" report and found that the field investigation largely satisfied the requirements of the AACO. However, NJDEP views the report and conclusions drawn to be defi-

cient. In a letter dated January 27, 1986 to UOP, NJDEP detailed its comments and recommendations regarding the submittals referenced in paragraph No. 7. UOP responded to NJDEP in a letter dated April 7, 1986, which is incorporated herein by reference.

9. Based upon evaluation of the "Phase II Investigation" report, NJDEP determined that further investigation is necessary to identify the sources and extent of contamination at the site.

10. The sampling and analyses performed in the waste sludge lagoons has provided sufficient information for the Department to select a remedial alternative for the cleanup of the pollution at and/or emanating from the waste sludge lagoons (Area 3).

11. On January 28, 1986 and March 5, 1986, UOP and NJDEP held meetings and discussed in detail the additional requirements to ~~fully identify~~ the sources and extent of contamination at the Site. As a result of these meetings, a detailed draft remedial investigation work plan (hereinafter the "RI Work Plan") was submitted by G & M for UOP on March 27, 1986 and is incorporated herein by reference.

12. To determine the nature and extent of the problem presented by the discharge of pollutants at the site and to develop environmentally sound remedial actions, it is necessary to continue the remedial investigation and feasibility study of remedial action alternatives (hereinafter "RI/FS") for the site. To correct the problems which resulted from past site operations and practices, it is necessary to implement a remedial action plan.

13. In response to provisions in the draft form of this ACO and comments at an April 22, 1986 meeting, the RI Work

Plan of March 27, 1986 was revised to include feasibility study and remedial action activities. The RI Work Plan in its revised form (hereinafter the "May 5, 1985 Work Plan") was submitted in May 1986, is attached hereto and is incorporated herein by reference.

14. The UOP site is currently a National Priority Listed Superfund site and subject to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

15. To resolve this matter without the necessity for litigation, UOP has agreed to conduct an RI/FS and to implement the remedial action alternative selected by the Department to remedy all pollution at and/or emanating from the site.

#### O R D E R

NOW THEREFORE IT IS HEREBY ORDERED AND AGREED THAT:

##### I. Work Plans and Reports

A. The Department will review the May 5, 1986 Work Plan submitted by UOP and submit its comments to UOP. Within twenty (20) calendar days after receipt of the Department's written comments on the May 5, 1986 Work Plan, UOP shall modify the Work Plan to conform to the Department's comments and submit the modified Work Plan to the Department. The determination as to whether or not the modified Work Plan, as resubmitted, conforms with the Department's comments shall be made solely by the Department.

B. The approved Work Plan shall contain a schedule for the submission of the following reports:

1. Remedial Investigation (RI) Report for:

Areas 1, 1A and 5, Area 2 and Area 4

2. Feasibility Study (FS) Work Plan for:

Areas 1, 1A and 5, Area 2, Area 3 and Area 4

3. Feasibility Study Report for:

Areas 1, 1A and 5, Area 2, Area 3 and Area 4

4. Remedial Action (RA) Work Plan for:

Areas 1, 1A and 5, Area 2, Area 3 and Area 4

5. Remedial Action Report for:

Areas 1, 1A and 5, Area 2, Area 3 and Area 4.

C. Based upon available data, the Department has selected excavation of contaminated materials and their disposal at a Departmentally approved off-site facility as the approved remedial action for Area 3. The Department will not, therefore, require submission of a feasibility study for this Area provided UOP excavates and removes all contaminated materials from this area to the Department's satisfaction and disposes of such materials at a Departmentally approved off-site location, except as indicated in paragraph I.D.

D. The Department will consider approval of a different remedial action for Area 3 only if its recommendation is based upon the results of a Departmentally approved feasibility study conducted by UOP in accordance with the requirements of Appendix D.

E. The above-noted Reports and Work Plans (Scopes of Work) shall be prepared in accordance with Appendices A, D and E except as noted in Section VIII General Provisions Paragraph G.

F. All monitor well installations made by UOP or its agents pursuant to this ACO shall be in accordance with Appendix C.

G. All sample collection, analyses and data reporting performed by UOP or its agents pursuant to this ACO shall be conducted in accordance with Appendix B.

H. UOP shall submit the reports and/or work plans, listed in paragraph B to the Department in accordance with the schedule contained in the May 5, 1986 Work Plan upon approval of said Work Plan by the Department. The Department will review each report and/or work plan and submit its comments to UOP. Within twenty (20) calendar days after receipt of the Department's written comments on each report and/or work plan UOP shall modify the report and/or work plan to conform to the Department's comments and submit the modified report and/or work plan to the Department. The determination as to whether or not the modified reports and/or work plans, as resubmitted, conform with the Department's comments shall be made solely by the Department.

I. The Department will make the final selection of any remedial action alternative. Upon receipt of the Department's written final approval of any plan or proposal, UOP shall implement the plan or proposal in accordance with the approved schedules contained therein.

## **II. Additional Investigation & Remediation**

If the Department determines at any time that additional remedial investigation and/or remediation is required to protect human health or the environment, UOP shall conduct such additional investigation activities as directed by the Department and shall implement whatever remedial measure the Department selects. If the Department determines that the risk is imminent, UOP shall immediately take such additional actions as directed by the Department.

### III. Progress Reports

A. UOP shall submit to the Department monthly progress reports. Each progress report shall be submitted on or before the 10th day of the month relating to the preceding month, beginning with the month after which this ACO becomes effective. Each progress report shall detail the status of UOP's compliance with this Administrative Consent Order and shall include the following:

1. Identification of site and reference to this ACO;
2. Status of work at the site and progress to date;
3. Difficulties or problems encountered during the reporting period;
4. Actions taken or to be taken to rectify difficulties or problems;
5. Activities planned for the next reporting period;
6. Required and actual completion dates for each item required by this ACO;
7. An explanation of any non-compliance with the approved work plan, Remedial Action Plan or schedule;
8. All data collected, including quality assurance evaluation with supporting documentation, and field observations; and
9. A discussion of performance evaluation of all remedial measures implemented to date.

B. Upon completion of investigations and remedial installations, UOP may petition the Department for a modification of the progress reporting schedule or means.

### IV. Permits

A. UOP shall submit complete applications for all Federal, State, and local permits required to carry out the obligations of this ACO in accordance with the approved time schedules of the Remedial Action Plan.

B. Within thirty (30) calendar days of receipt of written comments concerning any permit application to a Federal, State or local agency, or sooner if required by the permitting agency, UOP shall modify the permit application to conform to the agency's comments and resubmit the permit application to the agency. The determination as to whether or not the permit application, as resubmitted, conforms with the agency's comments shall be made solely by the agency.

C. This ACO shall not relieve UOP from obtaining and complying with all applicable Federal, State and local permits, as well as all applicable statutes and regulations while carrying out the obligations imposed by this ACO.

D. This ACO shall not preclude the Department from requiring that UOP apply for any permit or permit modification issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and/or any other statutory authority for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this ACO even if the terms and conditions of any such permit are more stringent than the terms and conditions of this ACO.

#### V. Project Coordination

A. UOP shall submit to the Department all documents required by this ACO, including correspondence relating to force majeure issues, by certified mail, return receipt requested, overnight delivery services (including but not limited to Federal Express) or by hand delivery with an acknowledgement of receipt form for the Department's signature. The date that the Department executes the receipt or acknowledgement will be the date the Department uses to de-

termine UOP's compliance with the requirements of this ACO and the applicability of stipulated penalties.

B. Within seven (7) calendar days after the effective date of this ACO, UOP shall submit to the Department the name, title, address and telephone number of the individual who will be the Department's contact with UOP for all matters concerning the ACO.

C. UOP shall verbally notify either Armando A. Arcenal or his designee in DWR'S Metro Bureau of Regional Enforcement at (201) 669 - 3900 during regular business hours, at least two (2) weeks prior to commencement of any field related activities pursuant to this ACO. This notification shall be followed up by a written notification within five (5) calendar days.

D. UOP shall submit seven (7) copies of all documents required by this ACO to:

Armando A. Arcenal  
Principal Environmental Engineer  
Metro Bureau of Regional Enforcement  
Division of Water Resources  
2 Babcock Place  
West Orange, New Jersey 07052.

## VI. Financial Requirements

### A. Financial Assurance

A1. Within twenty one (21) calendar days after the effective date of this ACO, UOP shall submit to the Department a proposed irrevocable letter of credit or performance bond which meets the following requirements:

a. If an irrevocable letter of credit is used, the irrevocable letter of credit will be identical to the

wording specified in Appendix F, attached hereto and incorporated herein by reference; if a performance bond is utilized, it shall be in a form approved by the Department;

b. If an irrevocable letter of credit is used it shall be issued for one year and in the event that the issuing bank or financial institution is subject to Title 17 of the Revised Statutes of New Jersey, it shall not be automatically renewable but shall be renewable upon reapplication and review only;

c. If an irrevocable letter of credit is used, it will be issued by a New Jersey State or Federally chartered bank, savings bank, or savings and loan association which has its principal office in New Jersey.

A2. Within twenty one (21) calendar days after the effective date of this ACO, UOP shall submit to the Department a proposed irrevocable standby trust fund agreement which meets the following requirements:

a. Is identical to the wording specified in Appendix G which is attached hereto and made a part hereof;

b. The irrevocable standby trust shall be the depository for all funds paid pursuant to a draft or demand by the Department against the letter of credit or performance bond;

c. The trustee shall be an entity which has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or New Jersey agency; and

- d. Is accompanied by a certification of acknowledgment that is identical to the wording specified in Appendix G which is attached hereto and made a part hereof.
- A3. Within fourteen (14) calendar days after receipt of the Department's written comments on the proposed letter of credit or performance bond, the proposed trust agreement, and the proposed certification of acknowledgement, UOP shall modify the documents to conform to the Department's comments and resubmit them to the Department.
- A4. Within fourteen (14) calendar days after receipt of the Department's written approval of the proposed letter of credit or performance bond, the proposed trust agreement, and the proposed certification of acknowledgement, UOP shall:
- a. Obtain and provide to the Department the irrevocable letter of credit or performance bond in the amount of \$5,000,000 to ensure the costs for the Remedial Investigation, Feasibility Study and the Remedial Action for the Site;
  - b. Establish the irrevocable standby trust fund and deposit an initial amount of \$1,000 into the irrevocable standby trust fund; and
  - c. Submit an originally signed duplicate of the trust agreement to the Department accompanied by the certification of acknowledgement.
- A5. UOP shall maintain the standby trust fund until terminated by the written agreement of the Department, the trustee and UOP, or of the trustee and the Department

if UOP ceases to exist. UOP shall maintain the letter of credit or performance bond until the Department returns the letter of credit or performance bond to the issuing institution for termination. In the event that the Department determines that UOP has failed to perform any of its obligations under this Administrative Consent Order, the Department may draw on the letter of credit or make a demand against the performance bond, provided, however, that before any draw or demand can be made, the Department shall notify UOP in writing of the obligation(s) which it has not performed, and UOP shall have fourteen (14) calendar days to perform such obligation(s).

- A6. At any time, UOP may apply to the Department to substitute other financial assurances in a form, manner and amount acceptable to the Department.

B. Cost Review

- B1. Beginning three hundred sixty-five (365) calendar days after the effective date of this ACO and annually thereafter on that same calendar day, UOP shall submit to the Department a detailed review of all costs required for UOP's compliance with this ACO. This cost review shall include a detailed summary of all monies spent to date pursuant to this ACO, the estimated cost of all future expenditures required to comply with this ACO (including any operation and maintenance costs), and the reason for any changes from the previous cost review submitted by UOP.
- B2. At any time after UOP submits the first cost review pursuant to the preceding paragraph, UOP may request the Department's approval to reduce the amount of the letter of credit or performance bond to reflect the

remaining costs of performing its obligations under this ACO. If the Department grants written approval of the request, UOP may amend the amount of the then existing letter of credit or performance bond.

- B3. If the estimated cost of UOP meeting its obligations in this Administrative Consent Order at any time exceeds the amount of the letter of credit or performance bond, UOP shall, within twenty (20) calendar days after receipt of written notice of the Department's determination, increase the amount of the then existing letter of credit or performance bond so that it is equal to the estimated cost as determined by the Department.

C. Oversight Cost Reimbursement

Within thirty (30) calendar days after receipt from the Department of an itemized accounting of all costs, including but not limited to hourly rates and hours worked by each individual, fringe benefits and overhead, equipment as used and laboratory services, incurred in connection with its oversight functions of this ACO for a fiscal year, or any part thereof, UOP shall submit to the Department a cashiers or certified check payable to the "Treasurer, State of New Jersey" for the full amount of the Department's oversight costs.

D. Stipulated Penalties

- D1. UOP shall pay stipulated penalties to the Department for its failure to comply with any of the preceding paragraphs in this Administrative Consent Order according to the following schedule unless the Depart-

ment has modified the compliance date pursuant to the force majeure provisions herein below:

<u>Calendar Days After Due Date</u>	<u>Stipulated Penalties</u>
1 - 4	\$ 250.00 per calendar day
5 - 10	\$1,000.00 per calendar day
11 - 15	2,000.00 per calendar day
16 - over	5,000.00 per calendar day

D2. Any such penalty shall be due and payable 14 calendar days following receipt of a written demand by the Department. Payment of such stipulated penalties shall be made by cashier's or certified check payable to the "Treasurer, State of New Jersey". Each payment of a stipulated penalty shall include a letter describing the basis for the penalty.

#### VII. Force Majeure

A. If any event occurs which UOP believes will or may cause delay in the achievement of any provision of this ACO, UOP shall notify the Department in writing within ten (10) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. UOP shall take all necessary action to prevent or minimize any such delay.

B. If the Department finds that: (a) UOP has complied with the notice requirements of the preceding paragraph and; (b) that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, lockout or walkout, an act of God, delay in transit or delivery on the part of transportation companies or failure of sources of equipment,

supplies or raw material which is not due to UOP's neglect in placing orders or seeking alternate sources of equipment, supplies or raw materials, or other circumstances beyond the control of UOP, the Department shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances. If the Department determines that either UOP has not complied with the notice requirements of the preceding paragraph or the event causing the delay is not beyond the control of UOP, failure to comply with the provisions of this ACO shall constitute a breach of the requirements of this ACO. The burden of proving that any delay is caused by circumstances beyond the control of UOP and the length of any such delay attributable to those circumstances shall rest with UOP. Increases in the cost or expenses incurred by UOP in fulfilling the requirements of this ACO shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. However, if UOP shows, to the Department's satisfaction, by the Department's recognition of a force majeure event, that delay in an interim requirement does cause delay in the attainment of subsequent requirements, UOP may be excused from the delay in the subsequent requirements and the schedule shall be revised accordingly.

#### VIII. General Provisions

A. The Department has determined that UOP's East Rutherford site is subject to the requirements of the New Jersey Environmental Cleanup Responsibility Act (ECRA) N.J.S.A. 13:1K - 6 et seq. Compliance with the terms and conditions of this ACO shall be deemed to satisfy the requirements of ECRA relative to this site and no penalties

shall be imposed as a result of the ECRA triggering event of the Allied-Signal merger of September 19, 1985.

B. The Department shall expeditiously review all documents submitted by UOP pursuant to this ACO and shall respond, when a response is appropriate, in a timely manner.

C. The Department shall not act in an arbitrary or capricious manner in conducting its review of any documents submitted by UOP pursuant to this ACO or in its selection of a remedial action alternative. The Department agrees that it will act to the greatest extent possible in accordance with the National Contingency Plan 40 CFR Part 300, 50 Fed. Reg. 47911, provided, however, that UOP shall attain or exceed all applicable or relevant and appropriate State public health and environmental requirements and standards and shall obtain all necessary State permits.

D. This ACO shall be binding on UOP, its corporate successors, corporate assigns and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

E. All work conducted pursuant to this ACO shall be performed in accordance with prevailing professional standards.

F. All actions performed by UOP in implementing this ACO shall be in compliance with all applicable Federal, State, and local laws and regulations, included but not limited to the National Contingency Plan, 40 CFR Part 300, 50 Fed. Reg. 47911; provided, however, that UOP shall attain or exceed all applicable or relevant and appropriate State public health and environmental requirements and standards and shall obtain all necessary State permits. UOP shall be re-

sponsible for obtaining all necessary permits, licenses and other authorizations.

G. All appendices referenced in this ACO, as well as the RI Report, the FS Report, and all other reports, work plans and documents required under the terms of this ACO are, upon approval by the Department, incorporated into this ACO by reference and made a part hereof. In the event that there are any inconsistencies between the Departmentally approved Work Plan(s) and the ACO Appendices, the Departmentally approved Work Plan(s) shall govern over the ACO Appendices.

H. UOP shall make available to the Department all data and information, including raw sampling and monitoring data, concerning pollution at and/or emanating from the site.

I. UOP shall preserve, during the pendency of the ACO and for a minimum of six (6) years after its termination, all data, records and documents in its possession or in the possession of its divisions or employees which relate in any way to the implementation of work under this ACO, despite any document retention policy to the contrary. UOP will contract with any agents or contractors employed to perform work under this ACO to preserve all data, records and documents in their possession for a minimum of six (6) years after termination of this ACO and will require that they turn over to UOP any such data, records and documents which they wish to dispose of prior to the end of this period. After this six year period, UOP shall notify the Department within thirty (30) days prior to the destruction of any such documents. If the Department requests in writing that some or all of the documents be preserved for a longer time period, not to exceed 24 additional years, UOP shall comply with that request. Upon request by the Department, UOP shall make available to the Department such records or copies of

any such records. This shall not be construed however as any waiver of the attorney-client privilege or work product doctrine by UOP or the Department.

J. No obligations imposed by this ACO (with the exception of paragraph D1, section VI) are intended to constitute a debt, claim, penalty or other civil action which should be limited or discharged in a bankruptcy proceeding. All obligations imposed by this ACO shall constitute continuing regulatory obligations imposed pursuant to the police powers of the State of New Jersey intended to protect public health or the environment.

K. In addition to the Department's statutory and regulatory rights to enter and inspect, UOP shall allow the Department and its authorized representatives access to the site at all reasonable times for the purpose of monitoring UOP's compliance with this ACO provided that the Department and its authorized representatives adhere to the requirements of the Departmentally approved health and safety plan.

L. If the Department determines at any time that additional remedial investigation and/or remediation is required to protect human health or the environment, UOP shall conduct such additional investigation activities as directed by the Department and shall implement whatever remedial measure the Department selects. If the Department determines that the risk is imminent, UOP shall immediately take such additional actions as directed by the Department. Nothing in this ACO shall constitute a waiver of any statutory right of the Department pertaining to any of the laws of the State of New Jersey should the Department determine that such measures are necessary, nor shall anything in this ACO constitute a waiver of any right, statutory or otherwise, of the United State of America, to assert any claims it may have concerning this site.

M. UOP shall not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving UOP of its obligation to obtain written approvals as may be required herein, unless such advice, guidance, suggestions, or comments by the Department shall be submitted in writing to UOP.

N. No modification or waiver of this ACO shall be valid except by written amendment to this ACO duly executed by UOP and the Department.

O. UOP hereby consents to and agrees to comply with this ACO which shall be fully enforceable as an ORDER in the New Jersey Superior Court upon the filing of a summary proceeding for compliance pursuant to N.J.S.A. 13:1D-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. and the Solid Waste Management Act N.J.S.A. 13:1E-1 et seq.

P. UOP agrees not to contest the authority or jurisdiction of the Department to issue this ACO and also agrees not to contest the terms of this ACO in any action to enforce its provisions.

Q. UOP shall give written notice of this ACO to any successor in interest prior to the transfer of ownership of UOP's facility which is the subject of this ACO, and shall simultaneously verify to the Department that notice has been given.

R. The requirements of this ACO shall be deemed satisfied upon the receipt by UOP of written notice from the Department that UOP has demonstrated, to the satisfaction of the Department, that all the terms of this ACO have been

completed. UOP is not precluded from applying to the Department to sell the site.

S. When this Administrative Consent Order becomes effective, UOP waives its right to a hearing on the matters contained hereinabove pursuant to N.J.S.A. 52:14B-1 et seq.

T. This Administrative Consent Order shall take effect upon execution by both parties, but shall be null and void if NJDEP has not received a fully executed copy of this ACO by May 29, 1986.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Authority of:

GEORGE G. McCANN, P.E.

Acting Director

Division of Water Resources

Date: MAY 23 1986

By: 

JAMES K. HAMILTON

Acting Assistant Director

Enforcement Element, DWR

Date: 5-28-86

UOP Inc.

By: 

V. DEAN FREESE

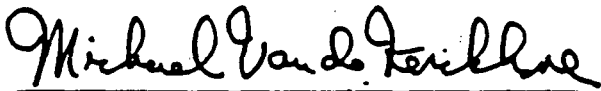
Chairman of the Board

UOP Inc.  
(a Delaware corporation)

Certificate of Secretary

I, Michael Van de Kerckhove, DO HEREBY CERTIFY that I am the duly elected Secretary of UOP Inc., a Delaware corporation, and that V. Dean Freese has been elected and is now serving as Chairman of the Board of the Corporation and, in that capacity, he is authorized to execute the Administrative Consent Order with the New Jersey Department of Environmental Protection.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 28th day of May, 1986.

  
Secretary

(SEAL)

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